

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 1/23/2014

Action Requested By:  
Planning

Agenda Item Type  
Resolution

Subject Matter:

Special Employee Agreement Between The City of Huntsville and Jessica Lauren White

Exact Wording for the Agenda:

Special Employee Agreement Between the City of Huntsville and Jessica Lauren White

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Ms. White will serve as a Historic Preservation Consultant for the City of Huntsville. Contract term: February 10, 2014 to February 10, 2015. Ms. White will be required to work a minimum of 40 hours per week and will be compensated a total of \$46,250.00.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 1/21/14

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Planning

Council Meeting Date: 1/23/2014

Department Contact: Kimberly Gosa

Phone # 427-5115

Contract or Agreement: Agreement

Document Name: Special Employee Agreement Between COH and Jessica L. White

City Obligation Amount: 46,250.00

Total Project Budget: 46,250.00

Uncommitted Account Balance:


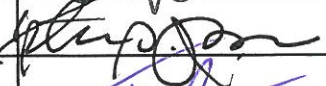

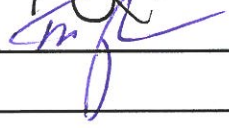
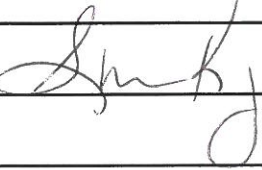
Account Number:

## Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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## Grant-Funded Agreements

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating		21 Jan 14
2) Legal		1-21-14
3) Finance 		1/20/14
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		1/22/14
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14-\_\_\_\_\_

**BE IT RESOLVED** by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with Jessica L. White, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JESSICA LAUREN WHITE", consisting of two(2) pages + Exhibit A, and the date of January 23, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 23rd day of January, 2014.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 23rd day of January, 2014.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**SPECIAL EMPLOYEE  
AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE  
AND JESSICA LAUREN WHITE**

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE  
AND JESSICA LAUREN WHITE**

**THIS AGREEMENT** is made and entered into on the 23rd day of January, 2014, by and between Jessica Lauren White, an individual, ("White") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

**WITNESSETH:**

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. White shall be employed by the City of Huntsville as a Historic Preservation Consultant in the Planning Department. Her duties are more specifically described in Exhibit A attached hereto and incorporated herein by reference.
2. White is hereby employed as a special employee of the City, and as such, shall have no authorization to incur any debt or obligation on behalf of the City. During the term of this agreement, White shall report to the Director of Inspections.
3. The term of this contract shall be February 10, 2014 through February 10, 2015.
4. This contract may be terminated by either party upon fifteen (15) days written notice being provided to the other party.
5. During the term of this contract, White shall be paid a total amount of \$46,250.00, payable bi-weekly. White shall further receive all City of Huntsville employee benefits, including but not limited to sick leave, vacation pay, holiday pay, cost of living adjustments, health insurance and participation in the Retirement System of Alabama.
6. During the term of this Agreement, White shall be required to work a minimum of 40 hours per week but shall not be compensated for any hours in excess of 40.
7. The City shall provide White a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.
8. White shall receive reimbursement for mileage at the standard IRS standard mileage rate for 2014 (56 cents per mile). White shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by her and used while performing services for

\_\_\_\_\_  
City Council President

\_\_\_\_\_  
January 23, 2014  
Date

City with minimum limits of \$100,000 for personal injury; \$100,000 property damage; and \$300,000 per occurrence.

9. White acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. White agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

10. This agreement constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

\_\_\_\_\_  
Jessica Lauren White, an Individual

**CITY OF HUNTSVILLE, ALABAMA**  
a municipal corporation

BY: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor

ATTEST:

BY: \_\_\_\_\_  
Charles E. Hagood  
ITS: Clerk-Treasurer

## EXHIBIT A

### JOB DUTIES FOR HISTORIC PRESERVATION CONSULTANT

- Coordinate applications for Certificates Of Appropriateness (COAs). This would entail receiving the applications on a monthly basis and in a timely fashion preparing a staff assessment for each. The assessments would be distributed to members of the Huntsville Historic Preservation Commission (HHPC) - and potential Architectural Review Board (ARB - for review prior to the monthly Commission (and Board) meeting(s). The Officer would review applications submitted to the City for compliance with applicable laws and regulations prior to their being placed on the agenda(s).
- Coordinate and oversee presentation of COAs to Commission (and Board) session(s). This would involve the creation of a power-point presentation for the meeting(s) in question. This presentation would share the details of the COA applications and offer background and detail for analysis. The Officer would provide recommendations to the HHPC (and ARB) for approval or denial based on the adopted regulations and design guidelines. The Officer would provide technical insight relevant to any of the cases, if so required. As such, the Officer would be required to attend all associated meetings.
- Provide, by appointment, preliminary reviews of COA applications prior to their inclusion on an agenda.
- Offer, on request, on-site review within the designated Historic Districts of owner or contractor questions with regard to issues of compliance or appropriateness, or to offer strategies for acceptable construction or renovation.
- Conduct general education and outreach efforts. This may include organizing seminars for design and construction professionals; conducting workshops for homeowners; creating and distributing pamphlets that highlight the benefits and responsibilities of owning a designated historic structure; and sharing new preservation techniques with those who might benefit.
- Review and recommend updates to the Historic Guidelines, as necessary, including the coordination of regular District reviews.
- Identify potential new Historic Districts. Many neighborhoods within Huntsville are aging into eligibility, and might benefit from a Historic Designation. The Officer should conduct research, coordinate application materials, engage in community outreach, and shepherd the process, should it be deemed viable.
- Maintain, through yearly continuing education efforts, a thorough knowledge of best professional practices in Historic Preservation, and coordinate yearly training efforts for Commission (and Board) members.
- Maintain and update the City webpage dedicated to sharing information regarding Historic Preservation and the City's specific Historic Districts.